

# **REQUEST FOR PROPOSALS**

January 19, 2003

On behalf of the Brooks Development Authority, Grubb & Ellis Management Services, Inc. (GEMS) will accept sealed proposals for **SECURITY GUARD SERVICE** in accordance with the attached specifications. Proposals must be submitted in triplicate and signed by an authorized officer of your company.

Proposals must be received no later than **2:00 p.m., February 14, 2003**. A contract, if acceptable, will be awarded after approval of the Brooks Development Authority (BDA) in an open meeting of its Brooks Development Office. GEMS reserves the right to accept or reject any and all proposals and to waive technicalities. Companies making proposals may have representatives at the opening of proposals.

Proposals may be picked up at the Brooks Development Office located at the address below.

Envelopes containing proposals should be addressed as follows:

**Beni Gaiennie  
Brooks Development Office  
8030 Challenger Drive  
Brooks City-Base, Texas 78235**

**ENVELOPE SHOULD BE MARKED:**

**“PROPOSAL FOR SECURITY GUARD SERVICE”  
PROPOSAL TO BE OPENED: 2:00 P.M, February 14, 2003**

Beni Gaiennie  
Senior Property Manager  
Brooks City-Base



**Request For Proposal  
Security Guard Service**

**January 19, 2003**

An electronic version of this document is available from [beni.gaiennie@brookscity-base.com](mailto:beni.gaiennie@brookscity-base.com)

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**Brooks Development Authority  
REQUEST FOR PROPOSALS  
FOR SECURITY GUARD SERVICE**

**I. INTRODUCTION/BACKGROUND**

Brooks Development Authority (BDA) is a local public authority and political subdivision of the State of Texas created by the City Council of San Antonio pursuant to the provisions of Chapter 378, subtitle A, Title 12 of the Texas Local Government Code by resolution 2001-36-39. The BDA is governed by an eleven (11) member board of directors appointed by the City council of the City of San Antonio and is charged with overseeing the management, marketing, developing, leasing and selling the real property of the Park.

This document is a Request for Proposal ("RFP") for Security Guard Services at the site known as Brooks City-Base.

**II. SCOPE OF WORK**

Brooks City-Base consists of 1,300 acres, approximately 2 million square feet in 160 office/lab/education/special purpose buildings. There are also 170 housing units (75 duplexes and 20 single homes) located on Brooks City-Base. GEMS, as property manager of the BDA, is pursuing a contract with a Security Guard Service (Contractor) to provide armed and unarmed security service for the Brooks City-Base location. This Security Guard Service will be designed to fit the unique needs of this installation. GEMS desires to establish a relationship with a security guard service that will support BDA's goals to provide friendly and appropriate customer service to the many people who work and visit the Brooks City-Base. Upon being awarded a contract, the selected company is expected to be ready to begin services at Brooks City-Base as soon as they are authorized to do so.

GEMS reserves the right to accept the proposal, which it deems to be in the best interest of Brooks Development Authority. GEMS reserves the right to reject any or all proposals. Issuance of this RFP does not bind GEMS to award a contract, nor does GEMS in any way assume liability for any expense incurred in preparation of any proposals.

Pre-Bid Conference. A Pre-Bid Conference will be held Wednesday **January 29, 2003** beginning at **9:00 a.m.** at Bldg 1156, 8030 Challenger Drive, TX, 78235.

**III. SCHEDULE**

GEMS expects to complete the selection process and select a Contractor by **March 11, 2003**. The Security Guard Service shall be implemented by **Sunday, March 16, 2003**.

#### **IV. PREPARATION OF PROPOSALS**

Proposals will be prepared in accordance with the following:

- A. All information requested under the RFP shall be fully completed, by providing the responses in the proposal in the same sequence, and by referencing the responses in the proposal to its corresponding questions on the Request for Proposal (RFP). Otherwise, the proposal may be deemed non-responsive. Sufficient rationale and substantiation must be included in the proposal in order for evaluators to determine whether the requirements of the RFP are being met. It is not acceptable to rephrase or restate requirements from the RFP, nor is it acceptable to state simply that requirements are understood or will be complied with.
- B. Respondent will neither include federal taxes nor State of Texas limited sales excise and use taxes in prices.
- C. All proposals must be printed on standard, white, single-sided, 8 ½" x 11" paper, double spaced, indexed, and placed within a three ring binder. Attachments (to include illustrations, brochures, charts) may be included. Each page must be numbered.
- D. Respondents may request as part of the proposal, in writing, non-disclosure of proprietary data. However, all requests are subject to the Texas Public Information Act and are subject to disclosure absent an exception granted by the Office of the Texas Attorney General. Each page considered by respondents to be proprietary shall be marked accordingly and be readily separable from the proposal in order to facilitate public inspection of the non-proprietary portion of the proposal. To be considered proprietary, subject matter must meet the criteria established by law.
- E. A Letter of Transmittal must be placed at the beginning of each proposal. The Letter of Transmittal must include the typed name of the company submitting the proposal, the signature, name and title of the person authorized to contractually obligate the organization, the names, titles, and telephone numbers of the persons to be contacted for clarification of the proposal, a statement explicitly stating acceptance of the requirements, terms, and conditions within this Request for Proposal, and a statement acknowledging receipt of any and all amendments to this Request for Proposal. In addition to the Letter of Transmittal, a Table of Contents must be included, describing how the proposal is organized. The sequence of topics in the Table of Contents must match the sequence in this Request for Proposal.
- F. Contractor must submit a signed statement that all employees of the Contractor will sign a confidentiality agreement. (Appendix C)
- G. Contractor must provide GEMS with financial statements and/or annual financial reports for the three previous years.
- H. Contractor must complete Contractor Reference Forms. (Appendix A)

- I. Contractor, and/or an authorized representative of Contractor, shall sign a Proposal Affidavit attached hereto under Appendix E.
- J. Contractor shall submit an Insurance Requirement Affidavit, attached hereto under Appendix D.
- K. The Contractor must provide a management summary that succinctly addresses the strengths and abilities of the Contractor, as part of Contractor's response to the RFP terms and conditions, functional requirements, and cost proposal. The summary must also identify those areas where the Contractor cannot meet or adequately perform the stated requirements.
- L. Contractor's response must provide detailed information about Contractor's and subcontractor's(s) strengths and weaknesses to meet the specific terms and conditions which are not included in the functional requirements as provided under the Private Investigators and Private Security Agencies Act, Act, V.T.C.A., Occupations Code, Chapter 1702. The information must be presented in the same order as the Terms and Conditions section of the RFP.
- M. Contractor's response must include detailed information about the Contractor's strengths and abilities to meet the "Functional Requirements" section of the RFP. This part must also provide the detail information about the specific items offered in response to the RFP specifications and the Technical Questions. All response items must be listed in the same order that is presented in the RFP. The contractor must also clearly identify all specific response requirements that cannot be provided or cannot be provided adequately.
- N. The Contractor's response must provide a sufficient amount of detail in the main body of each response to enable GEMS to evaluate the overall ability of the Contractor perform the requirement, or evaluate the component offered as meeting a specification. All Proposals must be sufficiently supported to stand on its own merit. Information received through Contractor literature, previous discussions, or substantiate the offered response must be referenced in the Appendices of the Proposal.
- O. The Contractor's response must include a detailed project implementation plan, describing all implementation, conversion and migration activities, including training, and site preparation.

## V. SUBMISSION OF PROPOSALS

Please submit a signed original and two (2) copies of your response to Request for Proposal, Security Guard Service by 2:00 PM, Central Standard Daylight Time (CSDT), **Friday, February 14, 2003**, to Beni Gaiennie at 8030 Challenger Drive, Brooks City-Base, Texas, 78235. Late submittals will not be considered and will be returned unopened. No changes, modifications or signatures may be added by Respondent after the proposals submission's deadline. Proposals submitted by facsimile, e-mailed, received after the above referenced filing deadline, and/or forwarded to offices other than 8030 Challenger Drive will not be accepted. All responses must be delivered to 8030 Challenger Drive in a sealed package and must be plainly marked "Response to Request for Security Guard Service. Proposals must be signed by an officer(s) or principal(s) having legal authority to bind the Respondent.

## **VI. COST PROPOSAL**

Contractor must disclose Contractor's total price to provide GEMS with services requested under this RFP. All cost for equipment and supplies must be reflected in the hourly rates, and may not be billed separately. All cost should be broken down per hour for unarmed and armed guards. The Contractor's response is required to furnish costs and/or pricing information as described below:

Breakout in this proposal will be as follows:

- Proposal must identify type of guards ("A" Armed, "U" Unarmed)
- Proposal must identify hourly cost
- Proposal must identify extended cost Discounts

The Contractor's response must include a completion of each price item and a total cost where applicable. The Contractor's response must include a completed "Price Offer Schedules" located in Appendix B. GEMS will not be responsible for costs not clearly stated in the Contractor's response. It is in Contractor's best interest to furnish all costs in a clear and concise manner.

## **VII. SELECTION PROCESS**

### **A. General Evaluation Process and Criteria**

GEMS desires to award one (1) Contract to the Contractor whose Proposal reflects the "best value". A selection and evaluation team (the Selection Panel) will review each qualified proposal to determine the Contractor's responsiveness to the Terms and Conditions, Functional Requirements, and Cost Proposal of this RFP.

### **B. Criteria and Weights**

GEMS Selection Panel will evaluate the Contractor's proposal, will score Contractor's responses, and will allocate a total point value to each proposal. The Contractor(s) with the highest total point values will be considered for selection, and will be considered by BDA for further negotiation. BDA's Selection Panel will assign percentages to the Contractor's responses consistent with the following general criteria:

1. 5 % Contractors understanding of Scope of Service and Performance Requirements as evidenced by Contractor's proposal quality and technical merit.
2. 20 % Contract Price, both total and itemized.
3. 25 % GEMS evaluation of Contractor's references and past performance on similar contracts.
4. 15 % Qualification and Training Plan of Contractor's personnel.

5. 20 % Contractors compliance with MBE, SBE and DBE criteria.
6. 15 % GEMS evaluation of Contractor's Quality Control Plan.

C. Negotiation and Best and Final Offer

1. Following the submission of Contractor's responses, negotiations may or may not be conducted with a qualified Contractor. After negotiations with any qualified Contractor, GEMS may request a Best and Final Offer (BAFO) from each Contractor, determined by GEMS to be in the competitive range.
2. Separate meetings with more than one Contractor may be conducted during the same time frame; however, negotiation sessions with a Contractor will not be held in the presence of another Contractor.
3. Contractors submitting proposals should be cognizant that GEMS Selection Panel has sole discretion to determine what proposals constitute the "best value and offer" for GEMS. Consequently, Contractors are urged to submit their best possible proposal on their original submittal.

## **VIII. STANDARD TERMS AND CONDITIONS**

A. Standards

The awarded Contractor shall agree that the performance of work and services under this RFP shall conform to high professional standards.

B. Technical Specifications

All services being acquired under this RFP must meet or exceed the specifications stated in "Functional Requirements" of this RFP, which reference the provisions under the Private Investigators and Private Security Agencies Act.

C. Record Keeping and Inspection of Records

1. The awarded Contractor shall maintain, and to the extent appropriate and, where applicable, shall require all subcontractor(s) to maintain, books, records and other compilations of data pertaining to the performance and compliance with the provisions and requirements of this RFP, to the extent and in such detail as shall properly substantiate claims for payment. Such records shall include among other things, time sheets, payroll calculations and checks, and employee personnel records.
2. GEMS, its employees and its agents, including properly authorized independent quality assurance contractors, and BDA officials such as BDA Auditor or its duly authorized representatives, shall have the right, at reasonable times and upon reasonable notice, to



examine or audit the work products, books, records and other compilations of data of the awarded Contractor which pertain to the performance of the provisions and requirements of the Contract. During the course of the Contract, access to the items shall be provided at the awarded Contractor's office at all reasonable times. Such access shall include on-site audits, review and copying of records, and inspection of records at awarded Contractor's offices.

D. Termination for Cause

1. Without prejudice to any other legal or equitable right or remedy that GEMS would otherwise possess hereunder or as a matter of law, GEMS upon giving the awarded Contractor **five (5) calendar** days prior written notice of termination shall be entitled to terminate this Agreement in its entirety at any time for the following:
  - a) If the awarded Contractor becomes insolvent, files for bankruptcy protection, or makes a general assignment for the benefit of creditors, or
  - b) If a receiver, trustee or liquidator, is appointed for any of Contractor's property or income; or
  - c) If the awarded Contractor shall fail to perform the work, or any part thereof, with diligence necessary to insure its progress and completion as prescribed by the time schedules; or
  - d) If the awarded Contractor shall fail to remedy any default within thirty (30) calendar days after GEMS provides Contractor with a written notice of said default; or
  - e) If the awarded Contractor shall fail, for any reason, to make payments due under the Contract, if any; or
  - f) If the awarded Contractor commits a substantial default under any of the terms, provisions, conditions, or covenants contained in this Agreement. GEMS has the exclusive right to determine if Contractor is in substantial default under the Contract.

E. Other Termination

This Contract may be terminated in the event that federal, state laws or BDA resolution or other requirements (including rules, regulations, and other stipulations) should be amended or judicially interpreted so as to render continued performance of this contract, by either party, unreasonable or impossible.

F. No Cost Reimbursement

GEMS will not reimburse any Respondent for any costs and expenses associated with the preparation of a proposal submittal or in preparation or travel expenses of a formal presentation or interview in response to this RFP.

- G. **Conflict of Interest Disclosure**  
Respondent warrants and certifies that it, its individual officers, employees and agents are neither officers nor employees of GEMS or BDA or any BDA agencies. Respondent further warrants and certifies that it, its individual officers, employees and agents do not have a prohibited financial interest as proscribed by the Ethics Code of the State of Texas.
- H. **An officer or employee has a “prohibited financial interest” in a Contract with GEMS or BDA or in the sale to GEMS or BDA of materials, supplies, or service, if any of the following individuals or entities is a party to the sale: BDA officer or employee; his or her parent, child, or spouse.**
- I. **Small Business Economic Development Advocacy (“SBEDA”) (Appendix F)**  
Pursuant to Ordinance 77758, as amended by Ordinances 87419 and 85355, the City of San Antonio enacted policies and laws designed to involve qualified small business and local business enterprises to the greatest extent feasible in the City’s professional service and other discretionary contracts. Pursuant to Ordinance 69043, the Brooks Development Authority, its employees, contractors and subcontractors shall not discriminate on the basis of race, color, religion, national origin, sex, age, or handicap in the award and performance of contracts. Violation of this ordinance is a criminal offense and subject to criminal penalty.
- J. **Minority and Women Business Enterprise Certification**  
Please include evidence of Minority and/or Woman Owned Business Enterprise Certification, if applicable. In order to be certified as Minority, Woman, Minority and Woman, or Disadvantaged Business Enterprise, a Certification Affidavit must be completed, notarized and returned to GEMS at 8030 Challenger Drive, San Antonio, TX 78235. The Certification should be returned to GEMS along with the Proposal. For additional information concerning qualification (Appendix G) and certification, call the South Central Texas Regional Certification Agency at (210) 227-4722, FAX (210) 227-5712.
- K. **Good Faith Effort Plan SBEDA form 117C**  
Professional services provided to GEMS require a “Good Faith Effort Plan” outlining efforts to comply with the city’s SBEDA Policy. Please complete SBEDA Form 117C (Appendix H) and submit along with your Proposal.
- L. **Ethics Ordinance**  
The Brooks Development Authority requires firms to disclose certain information prior to entering into business transactions with entities such as BDA. Please complete the enclosed Ethics Disclosure Form (Appendix I) and submit with your Proposal.
- M. **Litigation Disclosure Form**  
Respondent must complete a Litigation Disclosure Form (Appendix J). Failure to fully and truthfully disclose the information required by the Litigation Disclosure Form may

result in the disqualification of the proposal and/or from consideration or termination of the contract.

N. Indemnification Requirements

If selected, Contractor will be required to provide the indemnification, as listed under Appendix K. **Any objections to providing the indemnification listed under Appendix K shall be registered and stated in the submittal. If Contractor objects to providing indemnification per BDA's requirement, Contractor's proposal may be removed from consideration for award.**

O. Independent Contractor

It is expressly understood and agreed that the Respondent, if selected, and all persons designated by it to provide services in connection with this engagement is and shall be deemed to be an independent contractor, responsible for its respective acts or omissions, and that GEMS shall in no way be responsible therefor and that neither party hereto has authority to bind the other or to hold out to third parties that it has the authority to bind the other.

P. Incomplete Response

Failure to submit completed forms and information as required by this RFP may result in the Respondent's proposal being deemed non-responsive.

Q. Ownership of Records

All Proposals and any related documents received in response to this Request for Proposal, including all information, documents, etc., produced as a result of the project, shall become the property of GEMS without any restriction on usage and are non-returnable. Respondent may maintain a copy of any such material for their records.

R. GEMS shall own the entire copyright of whatever nature or extent and in all media whatsoever to any documents (records) produced through the expenditure of public funds as provided by Section 201.005, Texas Local Government Code. The selected Respondent and its employees, officers and agents, if any, shall be responsible for furnishing appropriate documentation confirming (and/or transferring) such copyright ownership in and to GEMS.

S. Texas Public Information Act

Respondent acknowledges that all information submitted to GEMS in response to this RFP is subject to the Texas Public Information Act. All responses become property of GEMS upon receipt and will not be returned. Any information deemed to be confidential by the Respondents should be clearly noted on the page or pages where such confidential information is contained; however, GEMS cannot guarantee that it will not be compelled to disclose all or part of said information as part of a public record under the Act, since information deemed to be confidential by the Respondent may not be considered confidential under Texas law.

- T. **GEMS Reservation of Rights**  
GEMS reserves the right to reject any or all Proposals and reserves the right to issue a subsequent Request for Proposal or cancel the entire Request for Proposal process. GEMS reserves the right to contact any Respondent for clarification after responses are opened and/or to further negotiate with any Respondent if such clarification is deemed desirable by GEMS. GEMS reserves the right to evaluate the responses submitted, to waive any informalities and irregularities therein, to select candidates for interview, or to reject any or all submittals should it be deemed in GEMS' best interest. GEMS reserves the right to negotiate with any, all or none of the Respondents.
- U. **No Contract or Agreement**  
The purpose of this Request for Proposal is to provide GEMS with information pertinent to the Security Guard Service. This information will be utilized by GEMS to determine if a Security Guard Service is eligible to conduct business with GEMS. Nothing in this RFP, whether explicitly or implicitly presented, should be construed by any Security Guard Service as the basis for a contractual arrangement. Submission of a Proposal does not commit GEMS to investigate or invite further written or oral presentations from perspective Security Guard Service nor does it commit GEMS to award a contract to any Respondent. Final award and approval of a contract, if any, is subject to BDA board approval.
- V. **Contract Continuity/Transitional Period**  
In the event the services are scheduled to end either by contract expiration or by termination by GEMS (at GEMS' discretion), it shall be incumbent upon the contractor to continue the service, if requested by GEMS, until new services can be completely operational. At no time shall this transitional period extend more than one hundred and eighty (180) days beyond the expiration date of the existing contract. The Contractor will be reimbursed for this service at the rate in effect when this transitional period clause is invoked by GEMS.

## **IX. SPECIAL TERMS AND CONDITIONS**

### **A. Contract Term**

1. The Contract resulting from this RFP shall be for the period beginning on or about March 14, 2003, and terminating one year thereafter subject to earlier termination provisions as will be set forth in the Contract. GEMS reserves the right to extend the contract period for four (4) successive one (1) year periods should such an extension be mutually agreeable to GEMS and the Contractor.
2. GEMS reserves the right to extend the term of the contract in 30 day increments, not to exceed 90 days total with written notice to the Contractor; provided, that GEMS shall give the contractor a preliminary written notice of its intent to extend at least 10 days before the contract expires. The preliminary notice does not commit GEMS to an extension.

## B. Contractor Labor

The awarded Contractor shall furnish all labor to successfully perform all the requirements as specified under this RFP. The awarded Contractor shall use proper procedures in accordance with Provisions of Private Investigators and Private Security Agencies Act.

## C. Other awarded Contractor Requirements

1. The awarded Contractor shall agree to the terms and conditions for the additional items as follows:
  - a) The awarded Contractor shall be responsible for securing adequate and appropriate protection of BDA assets.
  - b) **Safe Working Area**  
The awarded Contractor is responsible for maintaining a safe work area and securing all tools and materials at the end of each work day. GEMS shall not be responsible for or liable to replace any missing items that belong to the awarded Contractor or subcontractor(s).

## D. Site Coordination

Prior to this contract starting, the awarded Contractor shall meet with the designated Security Service Coordinator to finalize work plan activities for the course of the contract. The awarded Contractor shall make a final examination of the location where security service is to be performed and inform the Security Service Coordinator in writing of any potential problems that could affect the contract. The work shall not begin until both the awarded Contractor and GEMS agree that the service should commence.

## E. Invoicing

Payment for security service will be invoiced to the Fiscal Operations Manager following services, in accordance with the terms of the Contract. Payment shall be processed no more frequently than monthly. GEMS will not make a payment under this Contract without Contractor's prior submission of detailed invoices, supported by accompanying documentation, and GEMS approval thereof. GEMS will pay Contractor after receipt and acceptance of Contractor's services, in conformance with Contractor's valid and approved invoice. The awarded Contractor is required to pay subcontractors within ten (10) days after the awarded Contractor receives payment from GEMS.

## F. Insurance

1. Prior to the commencement of any work, the awarded Contractor shall be required, at his own expense, to furnish GEMS, within ten (10) days of notification of award,

certified copies of all insurance certificates(s) showing coverage for requirements as stated below to be in force throughout the term of the Contract. Insurance Certificate(s) shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon. The original certificate(s) must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed directly from the agent to GEMS. GEMS shall have no duty to pay or perform under the Contract until such certificates shall have been delivered to GEMS. Contractor's insurance agent shall complete the Insurance Requirement Affidavit in Appendix D of this RFP and return as part of Contractor's response.

2. The GEMS and BDA reserves the right to review the insurance requirements herein during the effective period of the Contract, including any extensions or renewal of the Contract, and to modify insurance coverage and their limits when deemed necessary and prudent by GEMS based upon changes in statutory law, court decisions, or circumstances surrounding the Contract. In no instance will GEMS allow modification whereupon GEMS may incur increased risk.
3. A Contractor's financial integrity is of interest to GEMS, therefore, subject to the Contractor's right to maintain reasonable deductibles in such amounts as are approved by GEMS, the Contractor shall obtain and maintain in full force and effect, at the Contractor's sole cost and expense, for the duration of the Contract, including any extensions or renewal hereof, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company and/or otherwise acceptable to GEMS, in the following types and amounts:

TYPE	AMOUNT
Worker's Compensation and Employer's Liability including a waiver of subrogation in favor of the City.	Statutory \$1,000,000/\$1,000,000/\$1,000,000
Commercial General (Public) Liability - to include coverage for the following where the exposure exists:	\$1,000,000 per occurrence Combined Single Limit; \$2,000,000 aggregate
1) Premises/Operations	
2) Independent Contractors	
3) Products/Completed Operations	

- 4) Personal Injury  
5) Contractual Liability  
Explosion, Collapse and underground property damage\*

Business Automobile Liability Insurance - to include coverage for:	\$1,000,000 Combined Single Limit per occurrence.
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1. Owned/Leased Automobiles
  2. Non-Owned Automobiles
  3. Hired Automobiles
  4. Pollution Liability Motor Carrier & Truck Coverage endorsing the upset, overturn and remediation of the load in transport.
- \*Where Applicable

With respect to all of the above insurance, GEMS and BDA shall a) be named as an additional insured (Commercial General Liability and Automobile Liability only); b) be provided with 30 days advance notice, in writing, of cancellation or material change; c) be provided with Certificates of Insurance evidencing the above required insurances.

4. Contractor agrees that with respect to the above required insurance, all insurance contracts and Certificates of Insurance will contain the following provisions:
  - A. Name GEMS and its officers, employees, agents, managers, and elected representatives as additional Insureds As respects operations and activities of, or on behalf of, the named insured performed under contract with GEMS, with the exception of workers' compensations and professional liability policies;
  - B. Provide for an endorsement that the "other insurance" clause shall not apply to the Brooks Development Authority where BDA is an additional insured shown on the policy;
  - C. Workers' compensation and employer's liability policy will provide a waiver of subrogation in favor of GEMS.
  - D. **All copies of Certificates of Insurance shall reference the Project/Contract for which the insurance is being supplied.**
5. Contractor shall notify **GEMS and BDA** in the event of any notice of cancellation, renewal or material change in coverage and shall give such notices not less than thirty (30) days prior to the change, or ten (10) days notice for cancellation due to non-payment of premiums, which notice must be accompanied by a replacement Certificate of Insurance. All notices shall be given to GEMS at the following address:

Brooks Development Authority  
8030 Challenger Drive  
Brooks City-Base, TX 78235

6. If Contractor fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, GEMS may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the Contract; however, procurement of said insurance by GEMS is an alternative to other remedies BDA may have upon the successful Respondent's failure to provide and maintain any insurance or policy endorsements, to the extent and within the time herein required, BDA shall have the right to order the successful respondent to stop work hereunder, and/or withhold any payment(s) which become due to the successful Respondent hereunder until the successful Respondent demonstrates compliance with the requirements hereof.
7. Nothing herein contained shall be construed as limiting in any way the extent to which the Contractor may be held responsible for payments of damages to persons or property resulting from the Contractor's or its subcontractor's performance of the work covered under the Contract.

#### G. Penalties

1. Upon the occurrence of any of the following acts of non-performance listed below, BDA will adjust the contractor's billing downward to reflect the reduced value of billed services as follows: paragraphs "a" through "g" deduct \$50.00 per incident; paragraph "h" deduct \$100.00 per incident. Determination of the validity of the infraction shall be determined by GEMS, based upon observation by BDO personnel or based upon the results of an audit. GEMS will provide notice to Contractor regarding downward adjustment of Contractor's invoice.
  - a) Failure to provide screened, qualified guard(s) and/or supervisor(s) for each location and for each technique, as needed, and failure to familiarize the guards and/or supervisors with the location(s), including the building, and the assigned duties prior to Contractor assigning the guards and/or supervisors to the site and/or shift.
  - b) Failure to train in advance any security employee assigned to the premises with specific training as required by this specification and in compliance with the Private Investigators and Private Security Agencies.
  - c) Failure to assign trained substitute employees as replacements.
  - d) Allowing an employee to work in excess of twelve (12) hours per twenty-four (24) hour period, or allowing an employee to work in excess of 60 hours per week, without obtaining a waiver of said requirements from GEMS. The working hours restrictions shall apply to an employees total hours worked, including hours worked outside of this



Contract.

- e) Failure to maintain or provide complete documentation as required under the Request for Proposal and/or under the Private Investigators and Private Security Agencies Act.
  - f) Failure to produce Contractor's and Subcontractor's and their employee's medical certification or documentation and criminal record investigation.
  - g) Failure to assign a properly attired employees with a uniform approved by GEMS
  - h) Finding an employee asleep, fraternizing (socializing), engaging in lewd behavior with clients, BDA or GEMS employees, having possession of or being under the influence of any intoxicating beverage, drug or other substance on Brooks City-Base premises.
2. If equipment provided by GEMS is damaged due to the negligence of the security guard(s) and/or it's agent(s), and the equipment has to be repaired, the cost to repair the damaged equipment will be withheld from the contractor's payment. If GEMS personnel have to be utilized to provide security in the absence of security guard during designated work hours the cost will be withheld from the contractor's payment.
  3. The GEMS reserves the right to require security company to provide personnel acceptable to the standards for professionalism set by GEMS for Security guards at Brooks City-Base.
  4. The Contractor further agrees, that upon request by GEMS it will remove from services hereunder any of its employees who, in the opinion of GEMS, are guilty of improper conduct or are not qualified or needed to perform the work assigned to them.  
Examples of improper conduct are, but not limited to, the following: Out of uniform, insobriety, sleeping on the job, insubordination, tardiness, or substandard job performance. The BDA Security Coordinator, or their representative is empowered to have the contractor replace offending employees immediately.
  5. Any other provisions of this specification notwithstanding, nothing in this paragraph, dealing with adjustments of compensation due to contractor's employees infidelity or negligence, or non-performance of specified duties, shall limit all legal rights and remedies of GEMS, to collect actual and compensatory damages in the event such damages exceed the amounts withheld from the Contractor's billing.

**IMPORTANT NOTE:** Contractors anticipating submitting a Contractor's response must submit a copy of the form of non-disclosure agreement that will be requested for signature by GEMS panel as soon as possible for review and approval prior to the RFP due date for Contractor's responses.

#### H. Contact Persons

GEMS' authorized contact person for this RFP process is shown in the table below. All communications or questions concerning this RFP must be submitted in writing, on firm

letterhead, via facsimile transmission or other delivery method of written material and is limited to the individual shown below. All questions must be submitted no later than **January 29, 2003** to ensure adequate time for GEMS to respond to all questions. It is requested that facsimile transmissions be coordinated with, and sent directly to the attention of Beni Gaiennie, Brooks Development Office, at the facsimile number shown below or via e-mail to [beni.gaiennie@brookscity-base.com](mailto:beni.gaiennie@brookscity-base.com) or [denise.martin@brookscity-base.com](mailto:denise.martin@brookscity-base.com). An addendum will be issued to all firms registering.

**PLEASE NOTE THAT ANSWERS TO ALL QUESTIONS WILL BE FORWARDED, VIA THE ADDENDUM, TO ALL RESPONDENTS REGISTERING THEIR INTEREST WITH BDA.**

<u>Contact Person</u>	<u>Position</u>	<u>Telephone</u>	<u>Fax phone</u>
Beni Gaiennie	Senior Property Manager	(210) 536-3715	(210)536-8227
Denise Martin	Property Manager	(210) 536-3664	(210) 536-8227

## **X. FUNCTIONAL REQUIREMENTS**

### **A. COMPLIANCE**

Contractor must comply with all the provisions listed under the Private Investigators and Private Security Agencies Act.

### **B. PERSONNEL**

The contractor will provide registered or commissioned security officers as uniformed guards to perform services under this Contract. Security guards providing services under this Contract shall be in full uniform at all times during the performance of services hereof.

### **C. EQUIPMENT**

The successful Contractor shall provide all necessary equipment to perform security guard duties to include: weapons, radios, vehicles, handcuffs, flashlights, mace, rain gear, cold weather gear, log sheets, stationery supplies. A list of the equipment supplied must be furnished with the proposal. Each guard on duty must be able to contact company dispatcher at all times while on duty. A professional company dispatcher must be on duty during the hours specified in the work hour schedule. Automatic telephone answering/recording service or private residence phone services are not acceptable.

#### D. DUTIES

All guards will be provided with an immediate area supervisor. This supervision will include, but not be limited to, the following requirements. It may be necessary for this staff member to issue special or specific instructions for the guard to follow. These instructions should be carried out within the parameters of the contract. All guards will be required to follow facilities post orders and perform security inspections at the site. All entranceways into the areas are to be positively checked to ensure that they have been properly secured. Guards will prevent entry by unauthorized personnel and question unidentified personnel found in the areas.

#### E. INCIDENT REPORTS

1. Each guard on duty will maintain log sheet(s) to document any and all incidents during their shift of duty. All incident reports are to be neat and legible and in sufficient detail to identify time, location, and action taken by guard.
2. Each guard is to document on the log sheet(s) event(s) during shift. In addition, each guard shall maintain a record of time reported for duty, time of checks, key routes, and any other incidents that may occur during tour of duty. Incident reports and log sheets shall be identified to any replacement personnel at shift change. An original copy of the incident report, log sheet is to be physically turned into the Brooks Development Office at the end of each duty. Any other documentation is to be turned in to the Brooks Development Office also, at this time.
3. All unauthorized personnel should be detained to determine if a violation of the law has occurred.
4. It is the responsibility of the successful Contractor to provide the necessary equipment and weather gear to enable assigned security guard(s) to perform these duties under adverse conditions. In case(s) of emergencies, Management Personnel should be contacted as soon as possible.
5. All Guards must receive orientation concerning the mission and goals of Brooks-City Base

#### F. SITE LOCATION AND HOURS OF SERVICE

Brooks-City Base, Texas, 78235

Provide professional security services at Brooks City-Base for hours to be determined by BDA. The BDA shall have the ability to expand or contract services as required.

## **XI. TECHNICAL QUESTIONNAIRE**

Please answer the following questions as completely as possible:

- A. Describe all employee training, including methods and time of training, with an emphasis on Emergency, Procedures, Conflict Resolution and Customer Service. Applicant shall submit as a part of this requirement examples of training materials and methods for ensuring that all employees working under this contract have been trained and tested. Retraining and ongoing education programs shall be included in this submittal
- B. Explain how your personnel are recruited and screened for security guard service to include management.
- C. What type of Quality Control Plan will be implemented to ensure contract compliance?
- D. Provide a complete description of personnel uniforms and equipment required to perform this contract.
- E. What are your firm's policy and procedures?
- F. What type of records are kept on employees and how soon would they be made available for random inspections throughout the term of this contract?
- G. How will the security guards interface with the San Antonio Police and Fire Departments?
- H. Provide sample log sheets for documenting incidents and describe how they will be utilized for different situations.
- I. Provide an organization chart showing in complete detail the proposed operation.
- J. What are your proposed labor schedule by location, job descriptions, and staffing of the Contract
- K. Name a Manager, Shift Supervisors and Security Guards to be assigned to this contract, include resumes and job descriptions.
- L. Describe your local office and location, permanent staff size, and any additional material that would support your ability to sustain appropriate demands on this contract?
- M. What benefits do you provide your employees (e.g. personal leave, vacation, and insurance coverage, etc)? Please provide a detail description of your employee benefits.

## **APPENDIX A**

### **Contractor Reference Form**

**APPENDIX A**  
**Contractor Reference Form**

For the services offered, each Contractor is to supply a minimum of three customer references located within the continental United States. All three references must be using or utilized the proposed service. These customer references must include only sites without corporate affiliation to the Contractor, past or present.

Contractor Company Name: \_\_\_\_\_

**Reference 1:**

Company Name: \_\_\_\_\_

Number of employees: \_\_\_\_\_

Number of Years contract held: \_\_\_\_\_

Name of Contact Person: \_\_\_\_\_

Title of Contact Person: \_\_\_\_\_

Telephone and Fax Numbers of Contact Person: \_\_\_\_\_

Average number of assigned guard(s) per day: \_\_\_\_\_

Hourly contract rate paid to guards: Armed \$ \_\_\_\_\_

Unarmed \$ \_\_\_\_\_

**Reference 2:**

Company Name: \_\_\_\_\_

Number of employees: \_\_\_\_\_

Number of Years contract held: \_\_\_\_\_

Name of Contact Person: \_\_\_\_\_

Title of Contact Person: \_\_\_\_\_

Telephone and Fax Numbers of Contact Person: \_\_\_\_\_

Average number of assigned guard(s) per day: \_\_\_\_\_

Hourly contract rate paid to guards: Armed \$ \_\_\_\_\_

Unarmed \$ \_\_\_\_\_

**Reference 3:**

Company Name: \_\_\_\_\_

Number of employees: \_\_\_\_\_

Number of Years contract held: \_\_\_\_\_

Name of Contact Person: \_\_\_\_\_

Title of Contact Person: \_\_\_\_\_

Telephone and Fax Numbers of Contact Person: \_\_\_\_\_

Average number of assigned guard(s) per day: \_\_\_\_\_

Hourly contract rate paid to guards: Armed \$ \_\_\_\_\_

Unarmed \$ \_\_\_\_\_

**APPENDIX B**  
**Price Proposal Schedules**



**APPENDIX B**  
**Price Proposal Schedule**

<b><u>Description</u></b>	<b><u>Type Guard</u></b>	<b><u>Qty Guard</u></b>	<b><u>Hourly Cost</u></b>	<b><u>Monthly Hours</u></b>	<b><u>Extended Cost</u></b>
<b>Brooks-City Base</b>	_____	_____	_____	_____	_____

b.

## **APPENDIX C**

### **Confidentiality Statement**

APPENDIX C  
**Confidentiality Statement**

Contractor Confidentiality Statement

In consideration of Grubb & Ellis Management Services, Inc. retaining the services of \_\_\_\_\_ (Awarded Contractor) by contract executed by both parties as of \_\_\_\_\_ (the "Contract"), and because of the sensitivity of certain information which may come under the care and control of the awarded Contractor, the awarded Contractor agrees that all information obtained, gathered, produced, or derived from or in connection with the Contract (Confidential Information) shall remain confidential and shall be released or divulged by the awarded Contractor only with advance, specific, written permission of the Brooks Development Authority. More specifically, the awarded Contractor agrees as follows:

1. The Confidential Information may be used only to assist the awarded Contractor in the performance of its duties and responsibilities under the Contract. The awarded Contractor will not, at any time, use the Confidential Information in any fashion, form, or manner except in furtherance of the duties of the awarded Contractor in its capacity as an independent contractor to GEMS under the Contract.
2. The awarded Contractor agrees to maintain the confidentiality of the Confidential Information in the same manner that the confidentiality of the awarded Contractor's proprietary services of like kind is protected.
3. The Confidential Information may not be copied or reproduced without GEMS' advance written consent.
4. All Confidential Information made available to the awarded Contractor in written form, including copies thereof, shall be returned to GEMS upon the first to occur of (1) completion of the project or (2) request by GEMS.
5. The foregoing shall not prohibit or limit the awarded Contractor's use of the information (including, but not limited to, data, ideas, concepts, know-how, techniques, and methodologies) (1) previously known to it, (2) independently developed by it, (3) acquired by it from a third party, or (4) which is or becomes part of the public domain through no breach of this agreement by the awarded Contractor.
6. This agreement shall become effective as of the date Confidential Information is first made available to the awarded Contractor and shall survive the Contract and be a continuing requirement. This agreement is incorporated into and made a part of the Contract for all purposes.

The breach of this Nondisclosure Agreement by the awarded Contractor shall entitle GEMS to immediately terminate the Contract upon written notice to the awarded Contractor of such breach and to such other remedies available to GEMS in law and/or equity.

Acknowledged:

Awarded Contractor: \_\_\_\_\_  
By: \_\_\_\_\_  
(Name and Title): \_\_\_\_\_  
Date: \_\_\_\_\_

## **APPENDIX D**

### **Insurance Requirement Affidavit**

## **APPENDIX "D"**

### **INSURANCE REQUIREMENTS**

- 1) Contractor, prior to the commencement of any of the Work anticipated hereunder, shall provide to Owner and Agent, for itself and all subcontractors, Certificates of Insurance evidencing the following insurance issued by carriers and in amounts and on forms acceptable to Owner and Manager as follows:
  - a. Commercial General Liability Insurance written on an occurrence form, including coverage for Premises and Operations; Owners' and Contractors' Protective Liability; Products and Completed Operations (with coverage continuing for two (2) years after completion of the Work); Blanket Contractual; Broad Form Property Damage; Personal and Advertising Injury and XCU coverage (explosion, collapse and underground hazard exclusion deleted) with limits not less than \$1,000,000 each occurrence and \$2,000,000 aggregate. Owner and Manager shall be named as Additional Insureds.
  - b. Workers' Compensation (including occupational disease) in accordance with statutory limits and Employer's Liability in an amount not less than \$1,000,000 each accident, \$1,000,000 disease- each Employee, and \$1,000,000 disease- policy limit.
  - c. Commercial Automobile Liability Insurance written on an occurrence form covering Contractors' and all subcontractors' owned, leased, hired or non-owned vehicles used in the performance of the Work or brought onto the Property in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage liability. Owner and Manager shall be named as Additional Insureds.
  - d. Umbrella or Excess Liability Insurance written on an occurrence form in an amount not less than \$1,000,000 each occurrence and \$1,000,000 aggregate. Owner and Manager shall be named as Additional Insureds.
  - e. Professional or Errors and Omissions Liability Insurance in an amount not less than \$1,000,000 each claim (with coverage continuing for two (2) years after completion of the Work). However, this Section 1.e applies only if the Work includes the provision of any one or more of the following kinds of services: any form of professional engineering advice or services, any form of architectural advice or services, security or alarm services, any form of accounting advice or services (including tax advice or auditing), legal advice, insurance brokerage services or any other form of professional consulting.
  - f. Contractors Pollution Liability in an amount not less than \$1,000,000 per loss and \$2,000,000 annual aggregate (with coverage continuing for two (2) years after completion of the Work). However, this Section 1.e applies only if the Work includes the provision of any one or more of the following kinds of services: pest control or extermination; fuel delivery or storage; the abatement of asbestos, lead or mold (or any like substance); the detection, disposal, removal, remediation, transportation and/or storage of hazardous, toxic or dangerous wastes, substances, material, gas or particulate matter; work on roofing systems (but only if the roofing materials subject to the Work contain asbestos or other hazardous materials – e.g. work on roofing material

that contains asbestos); work on HVAC systems (but only if the materials subject to the Work are or contain hazardous materials – e.g. work with freon); or work on window systems or insulation (but only if the materials subject to the Work contain asbestos or other hazardous materials).

- 2) The requirements in the next paragraph of this Section 2 of Exhibit B are applicable where (a) Contractor or its subcontractor is domiciled in Ohio, Washington, North Dakota or West Virginia; (b) the Work is being performed in Ohio, Washington, North Dakota or West Virginia; or (c) the employees of Contractor or its subcontractors who are performing the Work live in Ohio, Washington, North Dakota or West Virginia. This Section 2 is applicable in lieu of Section 1.b if all of clauses (a) through (c) of the prior sentence are true, but in addition to Section 1.b if any of clauses (a) through (c) are not true.

Contractor must provide evidence (and, if applicable, cause its subcontractors to provide evidence) that: (i) it carries Workers' Compensation coverage through their state's (i.e. the state of Ohio, Washington, North Dakota or West Virginia) Workers' Compensation program; and (ii) its Commercial General Liability Insurance covers stop gap employers' liability insurance coverage in an amount not less than \$1,000,000 each accident, \$1,000,000 disease – each employee, and \$1,000,000 disease – policy limit.

- 3) The limits of liability coverage set forth above are established as minimum coverage required of Contractor and all subcontractors and shall in no way be construed as a limitation of the liability of Contractor or subcontractor under any hold harmless or indemnification provision contained in this Contract.
- 4) The Commercial General Liability, Commercial Automobile Liability and Umbrella or Excess Liability policies naming Owner and Manager as Additional Insureds shall be primary and non-contributory to any policies of insurance carried by either Owner or Manager.
- 5) Unless otherwise agreed to in writing by Manager, Contractor's and all subcontractors' insurance is to be placed with insurers who have a Best's Insurance Reports rating of no less than A- and a financial size of no less than Class VIII, and who are authorized as an admitted insurance company in the state where the Work is to be performed.
- 6) Certificates of Insurance evidencing the insurance required to be carried hereunder, with copies of the Endorsements naming Owner and Manager as Additional Insureds attached, shall be filed with Owner and Agent prior to the commencement of any Work pursuant to the provisions of this Contract, and evidence of renewals of said policies shall be submitted not less than ten (10) days prior to the expiration of the term of such coverage. All such Certificates of Insurance shall not be subject to cancellation or material alteration except after thirty (30) days prior written notice by Certified Mail to the Additional Insureds.
- 7) In the event that any required policy of insurance shall expire or be canceled during the term of this Contract, Contractor and all subcontractors agree to promptly replace such insurance and to provide Manager with Certificates of Insurance which evidence replacement coverage not less than fifteen (15) days prior to the expiration or cancellation of such insurance. If Contractor fails to provide such replacement coverage within five (5) days following written notice from Manager, Owner or Manager may order the Contractor and any subcontractors to cease all operations until the required documents have been provided or may terminate this Contract immediately.

## **APPENDIX E**

### **Proposal Affidavit**

GRUBB & ELLIS MANAGEMENT SERVICES, INC.  
SECURITY GUARD SERVICE  
PROPOSAL AFFIDAVIT

The undersigned offers and agrees to furnish all of the equipment/services upon which prices are stated in the accompanying proposal. The period of acceptance of this proposal will be one hundred and twenty days from date of the proposal opening.

COUNTY OF \_\_\_\_\_

"I, \_\_\_\_\_,  
                {NAME}  
\_\_\_\_\_, and have been duly authorized to execute  
                {NAME OF FIRM}

I hereby certify that the foregoing proposal has not been prepared in collusion with any other Proposer or other person or persons engaged in the same line of business prior to the official opening of this proposal. Further, I certify that the Proposer is not now, nor has been, for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities offered, or to influence any person or persons to offer or not to offer thereon.”

TELEPHONE NO. \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

SUBSCRIBED AND SWORN to before me by the above named \_\_\_\_\_ on the \_\_\_\_\_ Day of \_\_\_\_\_, 20 \_\_\_\_\_.

Notary Public in and for the State of \_\_\_\_\_



## **APPENDIX F**

### **Small Business Economic Development Advocacy (SBEDA) Policy Requirements**

## Small Business Economic Development Advocacy (SBEDA) Policy Requirements

It is the policy of the Brooks Development Authority to involve qualified small business and local business enterprises to the greatest extent feasible in BDA's professional service and other discretionary contracts. Pursuant to San Antonio City Ordinance #69403, the Brooks Development Authority, its employees, contractors and subcontractors shall not discriminate on the basis of race, color, religion, national origin, sex, age, or disability in the award and performance of contracts. Violation of this ordinance is a criminal offense and subject to penalty.

On this contract, BDA has established the following contracting goals:

Minority-Owned Business Enterprise (MBE):	32.5%
Women-Owned Business Enterprise (WBE):	13.0%
African-American-Owned Business Enterprise (AABE):	2.3%
Small Business Enterprise (SBE):	45.0%

Please note that a business could be classified in each category and therefore their utilization could be counted in each category of goals. For example, Company X submits proposal as a prime contractor for \$250,000 of services of which \$81,250 is subcontracted to Company Z. Company X retains \$168,750 of the contract. Company X is classified as local SBE, and Company Z is certified as an AABE, WBE, MBE and SBE. Goal compliance will be evaluated as follows:

Contract Amount: \$250,000

MBE	=	\$ 81,250 or 32.5%
WBE	=	\$ 81,250 or 32.5%
AABE	=	\$ 81,250 or 32.5%
SBE	=	\$ 250,000 or 100%

Company Z's \$81,250 subcontract counts towards MBE/WBE/AABE and SBE goals. Company X's \$168,750 balance counts towards the SBE goal. MBEs and Webs submitting proposals as a prime contractor may count their status as such towards the appropriate goal. However, compliance with other goals (i.e., AABE, SBE etc.) is required.

Proposals shall include a Good Faith Effort Plan (GFEP). The GFEP shall include specific documentation, as outlined in **SBEDA Form 117C, "Good Faith Effort Plan for Subcontractors and Professional Services" (ATTACHED)**, that demonstrates a commitment by the proposer, to utilize minority and women business enterprises in a percentage which equals or exceeds the above goals. **Any proposal that does not include a completed GFEP shall be declared non-responsive.**

A firm may count toward the above goals a portion of the total dollar value of a contract with a joint venture equal to the percentage of MBE, WBE, AABE, or SBE participation in the joint venture. The MBE, WBE, or AABE must be responsible for a clearly defined portion of the work to be performed, equal to a share in the ownership, control, management, responsibility, risks, and profits of the joint venture.

Submittals shall include **SBEDA Form 101 List of Subcontractors (ATTACHED)** which identifies the particular firms to be utilized in performing the contract, specifying for each the dollar value of the participation, the type of work to be performed, and such information as may reasonably be required to determine the responsiveness of the submittal. Only companies certified as MBE, WBE, or DBE by the City of San Antonio through the South Central Texas Regional Certification Agency (SCTRCA) can be applied towards the contracting goals. If not certified, please call the SCTRCA at (210) 227-4722. Proof of certification must be submitted utilizing, in part or in whole, a MBE or WBE firm.

**LOCAL AND DISADVANTAGED BUSINESS ENTERPRISE PERFORMANCE**

Contractors will be evaluated based on the level of Local and Disadvantaged Business Enterprise (DBE) Performance. Credit will be given to submittals as follows:

- A. Classification of the team or primary submitter as a local business.

**For Locally Headquartered Businesses:**

Ten percentage (10%) points if the business is headquartered in the corporate limits of the City of San Antonio or the San Antonio ETJ for more than one year.

**Or**

Four percentage (4%) points if the business is headquartered in Bexar County for more than one year

**For Local Branch Offices:**

Six percentage (6%) points for a branch office of a non-headquartered business located within the corporate limits of the City of San Antonio or the San Antonio ETJ for more than one year.

**Or**

Two percentage (2%) points if the branch office is located in Bexar County for more than one year.

In the cases of joint ventures or subcontractor relationships between local and out-of-town firms, the submittal will be given credit based on the percentage of local participation.

- B. Designation of the team or primary submitter as a DBE.

Five percentage (5%) points for disadvantaged business enterprises.

A business meeting the definition of a DBE shall receive 5 percentage points. In order to receive this designation, a company must be certified as a DBE by the SCTRCA.

In the cases of joint ventures or subcontractor relationships between DBE and non-DBE firms, the submittal will be given credit based on the percentage of DBE participation.

- C. Small Business Economic Development Advocacy policy compliance.

Five percentage (5%) points for compliance with the Small Business Economic Development Advocacy policy.

Interested contractors are encouraged to contact the SBEDA Office at (210) 207-3915, FAX: (210) 207-3909.

## LIST OF SUBCONTRACTORS

The Proposer, \_\_\_\_\_, as part of the procedure for the submission of proposals on a project known as \_\_\_\_\_, submits the following list of subcontractors or proposed subcontracting areas (use additional sheets if necessary) to be used in the performance of work to be done on said project.

NAME OF COMPANY & TRADE	CITY M/WBE CERTIFICATION NUMBER	DOLLAR AMOUNT

The following section is to be completed if the contract (Project) is for less than \$200,000. Please list subcontracting solicitations to all minority/women contractors for participation on project. If none, explain (exclude successful firms listed above). Use additional sheets if necessary. **The contractor is expected to solicit participation on subcontracts from available M/Webs under this contract.**

NAME OF COMPANY PERFORMING WORK	CITY M/WBE CERTIFICATION NUMBER	REASON FOR REJECTION

All minority/women business enterprise subcontractors must submit proof of certification by the South Central Texas Regional Certification Agency (SCTRCA) through the Prime Contractor. It is understood and agreed that, if awarded a contract by BDA, the Contractor will not make additions, deletions, or substitutions to this certified list without consent of the Director of Community Initiatives and the Director of Economic Development (through the submittal of SBEDA Form 102, Request for Approval of Change to Original Certified List of Subcontractors).

### AFFIRMATION

*I HEREBY AFFIRM THAT THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER UNDERSTAND AND AGREE THAT, IF AWARDED THE CONTRACT, THIS DOCUMENT SHALL BE ATTACHED THERETO AND BECOME A BINDING PART OF THE CONTRACT.*

NAME AND TITLE OF AUTHORIZED OFFICIAL: \_\_\_\_\_

## **APPENDIX G**

### **Minority & Women Business Enterprise Certification**

**SOUTH CENTRAL TEXAS REGIONAL CERTIFICATION AGENCY  
(SCTRCA)  
Certification Program Request Form**

A company is eligible to participate in the SCTRCA certification program if it is at least 51% owned, operated and controlled by disadvantaged, minority persons and/or women. The company must be "for-profit" and an independent operating business whose ownership by minorities or women is real and substantial.

**All information below is required to be completed by owner or majority owner.**

A. Company Name: \_\_\_\_\_

B. Tax Identification Number: \_\_\_\_\_

C. Owner's or Majority Owner's Name: \_\_\_\_\_

D. Sex: \_\_\_\_\_ Female \_\_\_\_\_ Male

E. Group: White American( ) Black American ( ) Hispanic American ( ) Asian-Pacific American ( )  
Native American ( ) Sub-Continent Asian American ( ) Disabled ( ) Other( )

F. Contact Name: \_\_\_\_\_

G. Physical Address: \_\_\_\_\_

H. Mailing Address: \_\_\_\_\_

Email Address: \_\_\_\_\_ Web Address: \_\_\_\_\_

I. Phone No. ( ) \_\_\_\_\_ Fax No. ( ) \_\_\_\_\_

J. Business Structure: Corporation( ) Partnership( ) Sole Proprietorship( ) \_\_\_\_\_( )  
(other)

K. Percent Ownership: \_\_\_\_\_ % Name \_\_\_\_\_  
\_\_\_\_\_ % Name \_\_\_\_\_

L. Number of Employees: Full Time: \_\_\_\_\_ Part Time: \_\_\_\_\_ Contract Labor: \_\_\_\_\_

M. Full Description of type of product/service provided. Provide six-digit NAICS Code.

\_\_\_\_\_Material & Supply\_\_\_\_\_Construction\_\_\_\_\_Professional Services\_\_\_\_\_Lease(Other)

\_\_\_\_\_  
\_\_\_\_\_

N. What are the annual gross receipts of the firm for each of the last three years:

Year Ending \_\_\_\_\_ \$ \_\_\_\_\_

Year Ending \_\_\_\_\_ \$ \_\_\_\_\_

Year Ending \_\_\_\_\_ \$ \_\_\_\_\_

( ) New Business, Less than one year. \$ \_\_\_\_\_ To Date \_\_\_\_\_

O. Has company ever been certified by any federal, state, or local agency as a MBE, WBE, or DBE?  
\_\_\_\_\_No\_\_\_\_\_Yes      **If yes, please attach proof of certification.**

P. Is the company placing a bid, proposal, or currently working/awarded a contract as a  
M/W/DBE with Member Entities?

\_\_\_\_\_No\_\_\_\_\_Yes      Bid/Proposal

If yes, Entity:\_\_\_\_\_Contract Date:\_\_\_\_\_Type:\_\_\_\_\_

Company is requesting recognition as a:

( ) Minority Business Enterprise (MBE)

( ) Woman Business Enterprise (WBE)

Federal Status

( ) Aviation Disadvantaged Business Enterprise (FAA-DBE)

( ) Surface Transportation Disadvantaged Business Enterprise (DOT-DBE)

( )

Not requesting

certification, add to general Contractor database only.

I attest that the information above is true and correct and includes all material information  
necessary to identify and explain the operations of \_\_\_\_\_(firm) as well as the  
ownership, management and control thereof. Any material misrepresentation will be grounds for terminating  
eligibility with the SCTRCA certification program.

\_\_\_\_\_  
Signature (owner/majority owner)

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Office Use Only:  
M\_\_W\_\_V\_\_FD\_\_DD\_\_

THIS IS NOT A CERTIFICATION FORM; the information allows SCTRCA to make an assessment to participate in the Contractor database and to process **requests** for D/M/WBE certification. Please mail completed request form and any requested certifications to South Central Texas Regional Certification Agency, 301 S. Frio St., Suite #106, San Antonio, TX, 78207. For further information contact the SCTRCA at (210) 227-4722.

## **APPENDIX H**

### **Good Faith Effort Plan SBEDA Form 117C**



# GOOD FAITH EFFORT PLAN

## SBEDA FORM 117C

**NAME OF COMPANY:** \_\_\_\_\_

**PROJECT NAME:** \_\_\_\_\_

1. Identify all solicited contractor areas, actual or anticipated. (Use additional sheets as needed).  
If M/WBE contracting goal was met, skip to #9.

COMPANY NAME & TRADE AREA	DOLLAR AMOUNT	DBE (Y/N)	CITY M/WBE CERTIFICATION NUMBER

2. If M/WBE contracting goal was not achieved in a percentage that equals or exceeds the City's M/WBE goal, please give explanation.

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3. List all M/WBE Listing or Directories utilized to solicit participation.

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4. List all contractor associations and other business associations solicited for M/WBE referrals.

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5. Discuss all efforts aimed at utilizing M/WBEs.

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6. Indicate advertisement mediums used for soliciting bids from M/WBEs.

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7. List all M/WBE bids received but rejected. (Use additional sheets as needed.)

COMPANY NAME	CITY M/WBE CERTIFICATION NUMBER	DBE (Y/N)	REASON FOR REJECTION

8. Please attach a copy of company’s M/WBE policy.

9. Name and phone number of person appointed to coordinate and administer the Good Faith Efforts of your company on this project.

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10. This Good Faith Effort Plan is subject to the Brooks Development Authority’s approval.

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED OFFICIAL

\_\_\_\_\_  
TITLE OF OFFICIAL

\_\_\_\_\_  
DATE PHONE

**FOR BDA USE**

Plan Reviewed By: \_\_\_\_\_

Recommendation:                      Approval \_\_\_\_\_                      Denial

Action Taken:                      Approved \_\_\_\_\_                      Denied

\_\_\_\_\_  
FISCAL OPERATIONS MANAGER

## **APPENDIX I**

### **Ethics Ordinance Required Disclosures**

**City of San Antonio**  
**Discretionary Contracts Disclosure**

*For use of this form, see City of San Antonio Ethics Code, Part D, Section 1 & 2  
Attach additional sheets if space provided is not sufficient*

**Disclosure of Parties, Owners, and Closely Related Persons**

For the purpose of assisting BDA in the enforcement of provisions contained in BDA's Charter and the code of ethics, an individual or business entity seeking a discretionary contract from BDA is required to disclose in connection with a proposal for a discretionary contract:

- (1) the identity of any individual who would be a party to the discretionary contract;

- (2) the identity of any business entity that would be a party to the discretionary contract:  
\_\_\_\_\_ and the name of:

- (A) any individual or business entity that would be a subcontractor on the discretionary contract;

- (B) any individual or business entity that is known to be a partner, or a parent or subsidiary business entity, of any individual or business entity who would be a party to the discretionary contract;

- (3) the identity of any lobbyist or public relations firm employed for purposes relating to the discretionary contract being sought by any individual or business entity who would be a party to the discretionary contract.

**Political Contributions**

Any individual or business entity seeking a discretionary contract from BDA must disclose in connection with a proposal for a discretionary contract all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made directly or indirectly to any member of BDA, City Council or to any political action committee that contributes to BDA or City Council elections, by any individual or business entity whose identity must be disclosed under (1), (2) or (3) above. Indirect contributions by an individual include, but are not limited to, contributions made by the individual's spouse, whether statutory or, common-law.

**City of San Antonio**  
**Discretionary Contracts Disclosure**

*For use of this form, see City of San Antonio Ethics Code, Part D, Section 1 & 2  
Attach additional sheets if space provided is not sufficient*

<b>To Whom Made:</b>	<b>Amount:</b>	<b>Date of Contribution:</b>

**Disclosures in Proposals**

Any individual or business entity seeking a discretionary contract with BDA shall disclose any known facts which, reasonably understood, raise a question<sup>1</sup> as to whether any city official would violate Section 1 of Part B by participating in official action relating to the discretionary contract.

<b>Signature:</b>	<b>Title:</b>  <b>Company:</b>	<b>Date:</b>

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## **APPENDIX J**

### **Litigation Disclosure Form**

# **Brooks Development Authority**

City Attorney's Office

## **LITIGATION DISCLOSURE FORM**

**Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.**

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

**Circle One**

**YES**

**NO**

2. Have you or any member of your Firm or Team been terminated (for cause or otherwise) from any work being performed for BDA, the City of San Antonio or any other Federal, State or Local Government, or Private Entity?

**Circle One**

**YES**

**NO**

3. Have you or any member of your Firm or Team been involved in any claim or litigation with BDA, the City of San Antonio or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

**Circle One**

**YES**

**NO**

**If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.**



## **APPENDIX K**

### **Indemnification Requirements**

## Brooks Development Authority Indemnification Requirements

The selected respondent covenants and agrees to **FULLY INDEMNIFY** and **HOLD HARMLESS**, **BDA** and the elected officials, employees, officers, directors, volunteers and representatives of **BDA**, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon **BDA**, directly or indirectly arising out of, resulting from or related to **CONTRACTOR'S** activities under this **CONTRACT**, including any acts or omissions of **CONTRACTOR**, any agent, officer, director, representative, employee, consultant or subcontractor of the **CONTRACTOR**, and their respective officers, agents, employees, directors and representatives while in the exercise or performance of the rights or duties under this **CONTRACT**, all without, waiving any governmental immunity available to **BDA** under Texas law and without waiving any defenses of the parties under Texas Law. **IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF BDA, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF BDA, UNDER THIS CONTRACT.** The Provisions of this **INDEMNIFICATION** are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any person or entity. **CONTRACTOR** shall promptly advise **BDA** in writing of any claim or demand against **BDA** or **CONTRACTOR**, known to **CONTRACTOR**, related to or arising out of **CONTRACTOR'S** activities under this **CONTRACT** and shall see to the investigation and defense of such claim or demand at **CONTRACTOR'S** cost. **BDA** shall have the right, at its option and at its own expense, to participate in such defense without relieving **CONTRACTOR** of any of its obligations under this paragraph.

It is the **EXPRESS INTENT** of the parties to this **CONTRACT**, that the **INDEMNITY** provided for in this section, is an **INDEMNITY** extended by **CONTRACTOR**, to **INDEMNIFY, PROTECT, and HOLD HARMLESS BDA** from the consequences of **BDA'S OWN NEGLIGENCE**, provided however, that the **INDEMNITY** provided for in this section **SHALL APPLY** only when the **NEGLIGENT ACT** of **BDA** is a **CONTRIBUTORY CAUSE** of the resultant injury, death, or damage, and shall have no application when the negligent act of **BDA** is the sole cause of the resultant injury, death, or damage. **CONTRACTOR** further agrees to **DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF BDA AND IN THE NAME OF BDA**, any claim or litigation brought against **BDA** and its elected officials, employees, officers, directors, volunteers and representatives, in connection with any such injury, death, or damage for which this **INDEMNITY** shall apply, as set forth above.